

Northwood-Kensett CSD

Northwood-Kensett EA

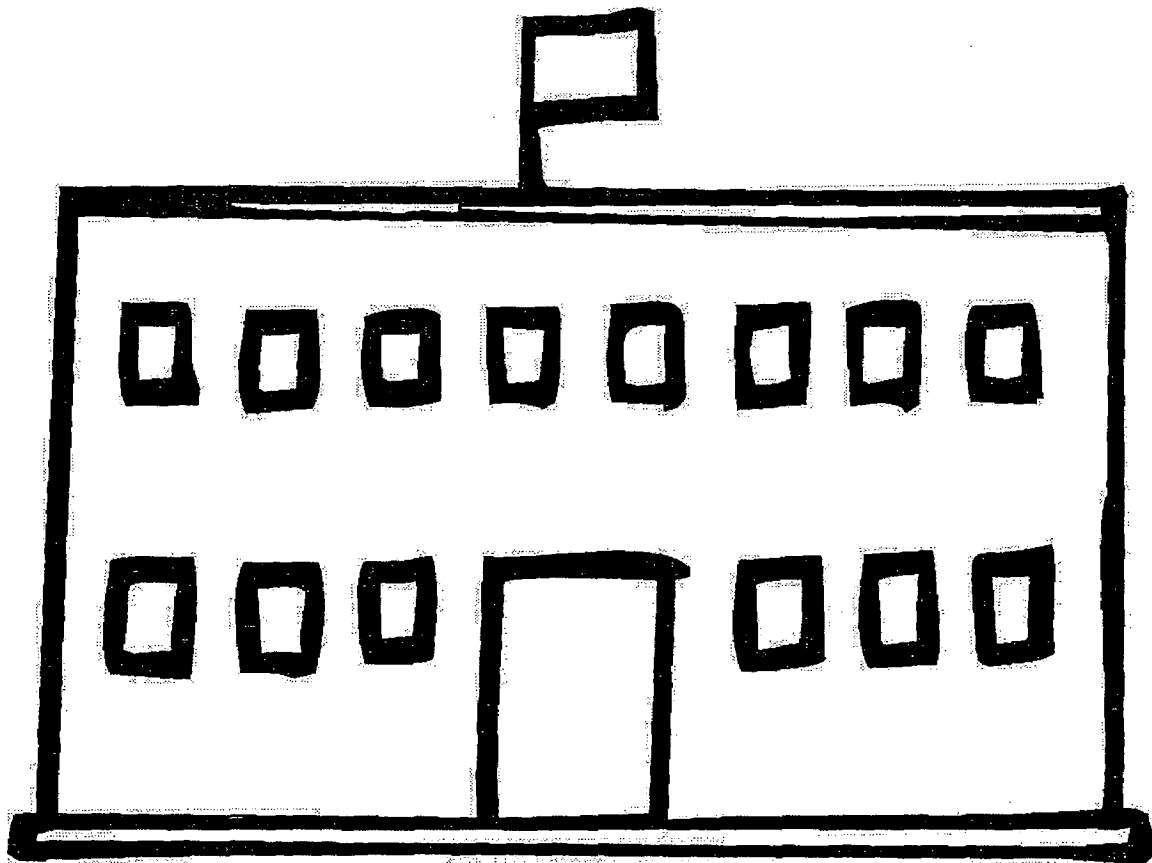
7/1/2006 6/30/2008

# **NORTHWOOD-KENSETT C.S.D. MASTER CONTRACT**

## **2006-2007 & 2007-2008**

**IN CONJUNCTION WITH:**

**NORTHWOOD-KENSETT EDUCATION ASSOCIATION  
NORTHWOOD-KENSETT BOARD OF EDUCATION**



## TABLE OF CONTENTS

ARTICLE I	Preamble	Page 1
ARTICLE II	Recognition	Page 1
ARTICLE III	Grievance Procedure	Page 1-2
ARTICLE IV	Dues Deduction	Page 2
ARTICLE V	Wages and Salaries	Page 3-4
ARTICLE VI	Supplemental Pay	Page 5
ARTICLE VII	Insurances	Page 5-6
ARTICLE VIII	Leaves	Page 6-7
ARTICLE IX	Teacher Hours, Load & Holidays	Page 7
ARTICLE X	Health Provisions	Page 7
ARTICLE XI	Staff Reduction	Page 7-9
ARTICLE XII	Classroom Teacher Evaluation Procedure	Page 9-10
ARTICLE XIII	Voluntary Transfer Procedure	Page 11
ARTICLE XIV	Involuntary Transfer Procedure	Page 11
ARTICLE XV	Compliance	Page 11-12
Schedule A:	Salary Schedule	Page 13
Schedule A-1	Phase II Schedule	Page 14
Schedule B:	Supplemental Salary Schedule	Page 15
Schedule C:	Grievance Report	Page 16-17

## **ARTICLE I: PREAMBLE**

"The Board of Directors of the Northwood-Kensett Community School District, hereinafter referred to as the "Board", and the Northwood-Kensett Education Association, hereinafter referred to as the "Association", recognize that the aim of the public schools is to provide a quality education program for children and youth of the School District. The parties further recognize that attainment of this educational objective is a joint responsibility of the Board, the Administration and supervisory staff, the professional teaching personnel of the District, the parents of students, and the community at large.

WHEREAS, the parties have reached certain understandings which they desire to confirm in this agreement, it is agreed as follows:

## **ARTICLE II: RECOGNITION**

- 2.1 The Board of Directors of the Northwood-Kensett Community School District recognizes the Northwood-Kensett Education Association as the sole and exclusive negotiation agent for all full-time and part-time regularly certified personnel, hereinafter referred to as teachers, except the superintendent, principals, and any other supervisory personnel having the authority to hire, transfer, assign, promote, discharge, evaluate or process grievances of other employees or having the responsibility to make recommendations thereon. Other exclusions from the unit are: bus drivers, custodians, cooks, lunchroom aides, secretaries, garage personnel, and educational aides and all other non-teaching personnel.

## **ARTICLE III: GRIEVANCE PROCEDURE**

- 3.1 Definition - a grievance shall mean only a complaint that there has been an alleged violation, misinterpretation, or misapplication of any of the specific provisions of this agreement.
- 3.2 Clarifications -
- A. Every teacher covered by this agreement shall have the right to present grievances in accordance with these procedures.
  - B. The failure of a teacher (or, in the event of an appeal to arbitration, the Association) to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
  - C. It is agreed that any investigation or other handling or processing of any grievance by the grieving teacher shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving teacher or of the teaching staff.
  - D. A teacher may be represented at all pre-arbitration stages of the grievance procedure by himself/herself, or at his/her option, by the Association. The Association representative(s) shall be appointed by the Association.
  - E. The Association may process a group grievance through all steps of the grievance procedure commencing with Step 1.

- 3.3** First Step - An attempt shall be made to resolve any grievance in informal, verbal discussion between complainant and his or her principal.
- Second Step - Principal - If the grievance cannot be resolved informally, the aggrieved teacher shall file the grievance in writing, and, at a mutually agreeable time, discuss the matter with the principal. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the contract, and shall state the remedy requested. The filing of a formal, written grievance at the Second Step must be within fifteen (15) school days from the date of the occurrence of the event giving rise to the grievance. The principal shall make a decision on the grievance and communicate it in writing to the teacher and the Superintendent within five (5) school days after receipt of the grievance.
- Third Step - Superintendent - In the event a grievance has not been satisfactorily resolved at the Second Step, the aggrieved teacher shall file, within five (5) school days of the principal's written decision at the Second Step, a copy of the grievance with the Superintendent. Within seven (7) school days after such written grievance is filed, the aggrieved and Superintendent or his/her designee shall meet to resolve the grievance. The Superintendent or his/her designee shall file an answer within five (5) school days of the Third Step grievance meeting and communicate it in writing to the teacher and the principal.
- Fourth Step - Arbitration - If the grievance is not resolved satisfactorily at Step Three, there shall be available a fourth step of impartial, binding arbitration. The Association may submit, in writing, a request on behalf of the Association and the grieving teacher to the Superintendent within thirty (30) school days from receipt of the Step Three answer to enter into such arbitration.
- The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within seven (7) school days after said notice is given. If the two parties fail to reach agreement on an arbitrator within seven (7) school days, the Public Employee Relations Board will be requested to provide a panel of seven (7) arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be the arbitrator. The decision of the arbitrator will be binding on the parties. Expenses of the arbitrator's services shall be borne equally by the School District and the Association.

#### **ARTICLE IV: DUES DEDUCTION**

- 4.1** Authorization - Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the board an assignment authorizing payroll deduction of professional dues to the local Association, ISEA, NEA. It shall be the responsibility of the Association to inform members of the system used, and provide the necessary authorization cards for the deduction. Authorization for dues deduction shall end October 1.
- 4.2** Regular Deduction - Pursuant to the deduction authorization, the Board shall deduct one-ninth (1/9) of total dues from the regular salary check of the teacher each month for nine (9) months, beginning in October and ending in June of each year.
- 4.3** Duration - Such authorization shall continue in effect from year to year unless revoked in writing by a thirty (30) day notice to the Board and the Association.
- 4.4** Termination - Any teacher who terminates employment prior to June shall provide verification to the Board from the Association that dues are paid in full or that satisfactory arrangements have been made thereof.
- 4.5** Transmission of Dues - The Board shall transmit to the Association the total monthly deduction for professional dues within ten (10) school days following the October pay period and each month thereafter. A listing of the teachers for whom deduction was made will be given to the Association once a year by October 31.
- 4.6** Hold Harmless Clause - The Association agrees to indemnify and hold harmless the Board, each individual Board member, and all administrators against any and all claims, cost, suits, or other forms of liability and all court costs arising out of the application of the provisions in the agreement between the parties for dues deduction.

## ARTICLE V: WAGES AND SALARIES

- 5.1 Schedule - The salary of each teacher covered by the regular salary schedule is set forth in Schedule A, which is attached hereto and made a part thereof. The salary of each qualifying teacher covered by Phase II shall be determined each August by Salary Schedule A-1. Salary schedule A-1 shall be mutually agreed to by the NKEA and the Superintendent. Schedule A-1 shall be developed by using Phase II dollars which are available for Northwood-Kensett teacher salaries during that Master Contract year. Schedule A-1 will be an addendum to the Master Contract and will be sent to all N-K teachers in September.

5.2 Placement on Salary Schedule -

- A. Adjustment to Salary Schedule - Each teacher shall be placed on his/her proper step of the salary schedule as of the effective date of this agreement.
- B. Credit for Experience - Credit up to the thirteenth (13th) step of any salary level on the Teacher Salary Schedule may be given for previous outside teaching experience in a duly accredited school upon initial employment. Additional credit not to exceed two (2) years for military experience or alternative civilian service required by the Selective Service System and credit not to exceed two (2) years for other appropriate experiences may be given upon initial employment.
- C. Returning to the District - Any teacher with previous teaching experience in the Northwood - Kensett Community School District shall, upon returning to the system, receive full credit on the salary schedule for all outside teaching experience, military experience, or alternative civilian service required by the Selective Service System, and other appropriate experiences as determined by the employer. Such teachers who have not been engaged in other teaching or other activities indicated above shall, upon returning to the system, be restored to the next position on the salary schedule above that at which they left.

5.3 Advancement on Salary Schedule -

- A. Increments - Teachers on the regular salary schedule shall be granted one increment or vertical step on the schedule for each year of service until a maximum for their education classification is reached. A year of service consists of employment in the Northwood-Kensett District for ninety (90) teaching days or more in one school year.
- B. Educational Lanes - Teachers wishing to move horizontally on the salary schedule must meet the following criteria:
  - 1. All hours beyond the B.A. must be graduate hours.
  - 2. Additional courses may be in the employee's assignment area or be part of a program approved by the superintendent. The programs will only be approved by the superintendent if the teacher is working toward an advanced degree in education or liberal arts.
  - 3. If the teacher desires to take courses not meeting the criteria in Sections 5.3B(1) or 5.3B(2) and wishes to count them toward advancement on the salary schedule, these courses may be taken provided that the Superintendent gives his/her written approval in advance.
  - 4. Credits earned after the opening day of school will not be counted toward the salary schedule until the next contract year.
  - 5. It is the responsibility of the teacher to see that official transcripts of all college credit earned by each teacher which are pertinent to the teacher's placement on the salary schedule or pertinent to meeting state accreditation standards shall be on file in the Superintendent's office on or before September 1 of each school year. Remember, a teacher wishing to move horizontally on the current contract year salary schedule must have notified and informed the principal and superintendent with an "Application for Approval of Program Leading to Educational Reclassification" form before May 15 of the previous contract year.

**5.4 Method of Payment -**

- A. Pay Periods - Each teacher shall be paid on the twentieth (20th) of each month via Automatic Deposit in a bank account of their choice.
- B. Exceptions - When a pay date falls on or during a school holiday, vacation or weekend, the teacher's automatic deposit of funds will occur on the last previous working day.
- C. Summer Months - Summer notification of direct deposit will be mailed to the address designated by the teacher.
- D. Installments - Each teacher may elect to be paid in nine (9) or twelve (12) equal Installments on the twentieth (20th) of each month starting in September of the school year. Notification of nine (9) or twelve (12) payments shall be made in writing to the Board Secretary by the tenth (10th) of September.

**5.5 Extra Assignment and Extended Contract Rate - The salary schedule is based upon the regular school calendar and the normal teaching load as set forth in this agreement. Any teacher whose assignment exceeds the regular teacher work year will be additionally compensated as follows:**

The extended work year should be at a PER DIEM RATE, and extended load or hours should be a PRO-RATED PORTION OF THE PER DIEM RATE. For example, if the work year is 190 days, then someone contracting for 210 days would receive 20 times the daily per diem salary.

**5.6 Salary for Phase III supplemental work shall be based on the individual teacher's per diem contracted salary less supplemental duties assigned on the contract. Per diem shall include Phase I, Phase II and any increments included in the contract.**

**5.7 Unused Sick Leave - Upon retirement or if leaving the district at the end of five or more years with the NKCS D, a teacher will be compensated for all unused sick leave days at the rate of (\$5.00) per day at a maximum of 105 days totaling \$525.00.**

**5.8 If the District participates in the Student Achievement and Teacher Quality Program (SF476) the following distribution method will be used. This distribution will be separate from and in addition to the bargained salaries, Phase I, and Phase II for 2006-08.**

- 1. Minimum salaries for the first-year beginning teachers, second year beginning teachers and Career I teachers will be paid according to the salary provisions of the law.
- 2. Any remaining funds from the District's appropriation will be distributed to all other teachers equally.

Calculation of this supplement will be made as soon as possible when staffing is completed for the 2006-07 school year, but not later than October 15, 2006. Funds will be distributed as soon as possible, but not later than December 31, 2006.

**5.9 Professional Mentoring Program- The mentoring program will be administered consistent with the district plan submitted and approved by the Department of Education. The mentoring program, and the wage associated with that program, is based upon the legislature's continued funding and support of the program. If state funding or support is withdrawn, the district will not be obligated to continue the mentoring program or pay the wages to mentors in the program.**

## ARTICLE VI SUPPLEMENTAL PAY

### 6.1 Extracurricular Activities -

- A. Approved Activities - The Board and the Association agree that the extracurricular activities listed in Schedule B are official school-sponsored activities covered by school insurance. In addition, the Future Farmers of America (FFA) activity is also covered by school insurance even though it is not listed in Schedule B.
- B. Rates of Pay - Teacher participation in extracurricular activities which extend beyond the regularly scheduled in-school day shall be compensated according to the rate of pay or other stipulations in Schedule B, which is attached hereto and made a part thereof.

### 6.2 Expenses of Traveling Teachers -

- A. Mileage Policy Outside of School District - Teachers will be allowed 32 cents per mile or as authorized by state law for use of their personal car for school business outside the District, with prior approval from the administration.
- B. Driving School Vehicles - A teacher who drives a school-owned vehicle transporting students to a school activity for which the teacher is a coach, director or sponsor shall be reimbursed for their services at a rate of:  
(For driving a school-owned van or travel-all:)  
Up to 30 miles (one way) ----- \$6.00  
Over 30 miles (one way) ----- \$8.00  
(For driving a school bus:)  
Up to 30 miles (one way) ----- \$15.00  
Over 30 miles (one way) ----- \$18.00
- C. Chauffeur's License - Any teacher who is required to have a chauffeur's license shall have the license fee paid by the District.

### 6.3 Supervision After Workday Hours - Teachers shall be compensated at a rate of twenty-five dollars (\$25.00) per event for supervising student activity (of which they are not the coaches or sponsors) outside the normal workday. This shall not include the one annually assigned ticket selling/taking, nor class sponsor supervision.

## ARTICLE VII: INSURANCE

### 7.1 Types - The board agrees to provide all teachers with the following insurance:

- A. Health, Major Medical, and DXL - Each teacher and his or her immediate family members shall be covered by a health and major medical program with the Board paying \$720.00 per month or the premium, whichever is less from July 1 through June 30. The balance of the premium, if any, shall be paid by the teacher.
- B. Disability - Each teacher shall be covered by a long-term disability insurance policy paid for by the Board.
- C. Life - Each teacher shall be covered by a term life insurance policy which provides a death benefit of ten thousand dollars (\$10,000.00) with accidental death and dismemberment coverage.
- D. Workers' Compensation - Each teacher shall be covered by workers' compensation paid for by the Board. Absence due to injury incurred in the course of the teacher's employment shall be charged against the teacher's sick leave days.
- E. School Liability - All teachers shall be covered by a school financed liability insurance governing job-related performance of duties which shall include teachers required to use personal automobiles in their assigned duties.
- F. Dental Insurance - Dental insurance will be available for each teacher and his/her immediate family members at no cost to the district from July 1 through June 30.
- G. The district will pay the administrative fee of a Flex (IRS approved) 125 plan.



- 7.2 Coverage - The insurance provided in Article 7.1 A, B, C and F shall be for twelve (12) consecutive months. Each new teacher to the District shall be covered by Board provided insurance no later than the first day of the month following the teacher's first contract workday.
- Teachers leaving the District will be covered through August 31 following the school year they terminate their services with the District, except for the Vocational Agriculture teacher who is on an 11-1/2 month contract. The Vocational Agriculture teacher will be covered through June 30 of the school year he/she leaves the District.
- 7.3 Eligibility - All teachers who are contracted to teach a minimum of 50% are eligible for coverage under Article 7.1 A, B, C, F and G.
- 7.4 Descriptions - The Board shall provide each new teacher a description of the insurance coverage provided herein within ten (10) days of the beginning of each school year or date of employment, which shall include a clear description of conditions and limits of coverage. The Board will be responsible for providing insurance information in the form of applications and enrollment meetings.
- 7.5 Continuation - In the event that a teacher, absent because of illness or injury, has exhausted sick leave accrual, the above-mentioned benefits shall continue throughout the balance of the school year.
- 7.6 The employer reserves the right to change carriers providing the benefits are equal to or greater than those currently provided.

#### ARTICLE VIII: LEAVES

- 8.1 Sick Leave - All teachers shall be entitled to fifteen (15) days of paid sick leave per year. Unused sick leave may accumulate to a maximum of 105 days. The Board reserves the right to require a doctor's certificate as proof of sickness, where evidence might indicate an abuse of this benefit.
- 8.2 Emergency Leave - Paid emergency leave days for teachers may total six (6) days per year, but will not accumulate. This leave would be used for the following:
- A. Death in the immediate family - Immediate family includes parents, spouse, children, brothers, sisters, grandparents, grandchildren, in-laws of the immediate family, any other member of the immediate household, and personal friend or relative not listed above.
  - B. Critical illness of parents, spouse, or children.  
The employer, at its discretion, may grant additional time if, in the employer's discretion, extraordinary circumstances are determined to exist.
- 8.3 Personal Leave - Each employee will be granted two days of personal leave at full compensation. These days may be used in one half day increments. Request for personal leave must be made three days in advance, except in the case of emergency, and in writing to the building principal and approved by the superintendent. There will be no personal leave granted during the first five days and the final five days of the school year, or the day before or after a scheduled vacation period, except at the discretion of the superintendent. No more than two teachers may be gone from any one building on a particular day for "personal leave". The reason for the request shall remain confidential between the employee and administration.
- Unused personal leave will accumulate from one contract year to the next year to a maximum of four days.
- 8.4 Jury and Legal Leave - Teachers who are called for jury service will receive the difference between their pay as jurors and their regular daily rate of pay. A teacher called for jury service will notify the employer within twenty-four (24) hours after notice of call to jury duty and suitable proof of jury service pay must be presented to the employer.

- 8.5 Association Leave - Up to four (4) personal days paid leave shall be available for representatives of the Association to attend the Association business.
- 8.6 Other Leaves - Each teacher may apply in writing to the Superintendent for other leaves with or without pay for good cause as determined by the Superintendent. This is not a substitute for personal leave provided in 8.3.
- 8.7 Illness of Dependent Child - Up to three paid days per year shall be available to each teacher for the illness of a dependent child. This leave shall only be available in either half-day or full-day allotments. Leave days shall be non-cumulative.
- 8.8 The provisions of the Family Medical and Extended Leave Act are hereby incorporated into this agreement by this reference. Incorporating this act into the contract will in no way replace, reduce, or change any articles in this agreement.
- 8.9 SICK LEAVE BANK  
A sick leave pool of seventy-five (75) days shall be established for employees who need to use sick leave, or dependant child days, beyond the number of accumulated days allotted to them. Participation is voluntary for employees who contribute a day to the sick leave pool. To be eligible the employee shall sign up or cancel before September 1. Once enrolled the eligibility is automatically continued every year until canceled by the employee.  
Employees must apply for use of the SICK LEAVE BANK in writing to the Vice-President of the Northwood-Kensett Education Association (NKEA). Upon the approval of this request by the Vice-President of NKEA the application will be submitted to the superintendent for approval. An employee may use up to twenty (20) days per school year of the SICK LEAVE BANK. At this time, employees will sign a note for the number of days they are wishing to receive from the sick leave bank.

#### **ARTICLE IX: TEACHER HOURS, LOAD AND HOLIDAYS**

- 9.1 Teaching Load -  
A. Elementary and Junior/Senior High School - Each classroom teacher shall be provided an average of forty-five (45) minutes of break time per day per 6-day cycle.  
B. Each teacher shall be provided a duty-free lunch period of at least twenty (20) minutes.
- 9.2 Holidays - The regular and extended contract of teachers shall include five (5) paid holidays. No teacher shall be required to perform duties on any of the holidays.
- 9.3 Hours - The workday starts at 8:10 and ends at 4:00 p.m. Exceptions will be made for faculty meetings and for coaching assignments either immediately before or after school. On Fridays, on days preceding vacations, on days in which students are dismissed early due to weather conditions, and on days when teachers are required to perform evening duties, the teacher's day shall end ten (10) minutes after close of the students' day. Before leaving early or arriving late, the teacher must notify the principal so that proper arrangements can be made to supervise the teacher's classes or special groups.

#### **ARTICLE X: HEALTH PROVISIONS**

- 10.1 Physicals - The Board will pay a maximum of \$40.00 toward a physical when a physical is required by the Board.
- 10.2 Tuberculosis Reactors - The Board shall pay a maximum of \$20.00 toward an examination for tuberculosis reactors when such examinations are required by the Board.

#### **ARTICLE XI: STAFF REDUCTION PROCEDURES**

- 11.1 Procedures - When the Board determines a reduction in staff is necessary, the following procedures will apply:  
A. The Board shall attempt to accomplish reduction through attrition of teachers teaching in the category where reduction is to be made, unless the Board determines that an existing curricular and/or extracurricular program cannot be maintained.

- B. In the event the Board determines that reduction in staff cannot be adequately accomplished under 11.1 A, the Board shall attempt to reduce those teachers teaching in the category where reduction is being made who have the least seniority as determined under Paragraph 11.2, unless the Board determines that an existing curricular and/or extracurricular program cannot be maintained and provide that the teacher(s) to be retained have proper certification and approvals for their new assignments.
  - C. In the event a teacher would be reduced under 11.1 B, and that teacher has more seniority than a teacher in another category, the less senior teacher shall be reduced and the more senior teacher transferred, unless the less senior teacher is needed to maintain existing curricular and/or extracurricular programs, and provided the senior teacher has proper certification and approvals for the new assignment.
  - D. In the event the teachers to be reduced cannot be determined under 11.1 B, the relative skill and ability as determined by the District's established evaluative criteria as stated in the Teacher Performance Handbook will be used in terminating teachers.
- 11.2 Seniority - For purposes of this Article, a year of teaching shall mean employment as a full-time teacher for ninety (90) or more consecutive school days in one school year. Seniority shall be calculated by counting each year of continuous teaching in the District. A teacher teaching less than full-time shall accrue seniority on a pro rata basis.
- 11.3 Part-time - These procedures shall not require the Board to reduce a teacher if the reduction would create additional part-time positions. In the event there is a more senior teacher teaching part-time in the affected category and it is determined to reduce a part-time position in that category, the less senior teacher will be reduced and the more senior teacher will assume a full-time position. The senior teacher will receive, from the Superintendent or his/her designee, a notice in writing of the offer of this full-time position by personal delivery or certified mail. Within fifteen (15) calendar days of receipt of this written notice, the more senior teacher must submit in writing to the Superintendent an acceptance or rejection of this offer. If the more senior teacher rejects the offer of a full-time position, the more senior teacher will be reduced.
- 11.4 Categories - For purposes of this Article, "categories" shall mean:
- A. Grades K-6 subject area:
    - 1. Regular classroom.
    - 2. Guidance Counselor
  - B. Grades 7-12 by subject area:
    - 1. Science.
    - 2. Mathematics.
    - 3. Language Arts.
    - 4. Social Studies.
    - 5. Business Education.
    - 6. Industrial Technology.
    - 7. Family & Consumer Science.
    - 8. Vocational Agriculture.
    - 9. Drivers' Education.
    - 10. Guidance Counselor.
    - 11. Foreign Language.
  - C. Grades K-12 for:
    - 1. Librarian/Media Director.
    - 2. Physical Education.
    - 3. Music, Vocal and Instrumental.
    - 4. Art.
    - 5. Chapter I, Education Consolidation and Improvement -Act of 1981.
    - 6. Special Education.
    - 7. Coordinator for Gifted and Talented.

- 11.5 Termination Procedures - Once the decision as to the teacher(s) who is (are) to be reduced has been made, the parties shall follow the procedures spelled out in Chapter 279 of the IOWA CODE.
- 11.6 Recall Rights - Teachers who are reduced under this Article or who resign upon written request for reduction reasons shall be eligible for recall to available positions within a category the teacher has taught in during the past ten (10) years in the Northwood-Kensett District for three (3) years from the effective date of the reduction provided he/she specifically requests in writing that he/she desires to be recalled; holds certification and approvals of the new assignment, and provided the teacher is qualified by certification and experience to assume any extracurricular assignments which may be vacant as a result of the attrition in the position.
- The teacher shall keep the Superintendent informed of his/her current address and phone number, and shall inform the Superintendent if he/she is no longer interested in being recalled to the District.
- Notice of recall shall be by certified mail to the latest address given to the Board by the teacher. A copy of the notice of recall shall be given to the Association. If any teacher fails to respond within ten (10) calendar days from the date of a return receipt requested notice, the teacher will be deemed to have refused the position offered. Responsibility for maintaining a current address on file with the District lies with the teacher.
- Any teacher re-employed by exercising recall rights shall be placed upon the salary schedule as provided in Article 5.2 C, WAGES AND SALARIES.
- The teacher with the highest retention priority shall be given first chance to use his/her recall rights if the opportunity arises, as provided by this Article.
- 11.7 Exclusion - The entire Staff Reduction Procedures article shall not apply to teachers hired to replace teachers on leave of absence. No matter concerning staff reduction or termination of a teacher who was hired to replace a teacher on leave of absence shall be subject to the Grievance Procedures.

## ARTICLE XII: CLASSROOM TEACHER EVALUATION PROCEDURES

- 12.1 Within six (6) weeks after the beginning of each school year, the Administrative staff shall acquaint employees with the evaluation procedures and instruments to be used for evaluation. One of the building principal will be designated as being responsible for notification and evaluation of classroom teachers who are assigned to more than one building.
- 12.2 Observation and purpose - All formal evaluations of classroom teaching performance of a classroom teacher shall be conducted openly and with full knowledge of the teacher.
- 12.3 Required Observations- New teachers- The classroom teaching performance of regular full time first and second year classroom teachers shall be formally evaluated a minimum of twice each school year. There shall be at least seven (7) workdays between each evaluation unless otherwise requested by the employee.
- 12.4 Required Observation - Career Teachers- Beyond their second year of service, classroom teachers will be formally evaluated at least every three (3) years in each area assigned - K-6 and junior/senior high school.
- 12.5 Formal Evaluation Procedures
- A. Conference and Copy - During each school year involving a formal observation, the evaluator and employee shall mutually agree upon dates for a pre-observation conference, formal observation, and post-observation conference. The pre-observation conference shall be at least two school days prior to the formal observation. The post-observation shall be no later than seven (7) school days following the formal observation and prior to

submission of the written evaluation report to the Superintendent. Results of the minimum number of formal classroom observations provided for in Section 12.3 and 12.4 above, shall be in writing, with a copy to be given to the teacher, and shall be preceded by an in-class observation of the teacher's performance.

- B. Evaluator's Written Observation- The evaluator's written observation comments shall be reviewed at the post-conference. As part of the post-conference, the evaluator shall identify the standards and criteria in which the teacher has demonstrated competence in the formal observation. The evaluator shall review any written material developed by the teacher, and discuss any additional artifacts and information that are needed to document the Iowa Teaching Standards.
- C. Individual Career Development - Each school year, teachers shall submit or revise an individual or group career development plan. The evaluator shall meet with the teacher(s) to review the plan. Modification of the plan can be made at any time by mutual agreement. The annual review of the individual career development plan shall occur at a mutually agreed upon date prior to the end of the school year.
- D. Responses - The teachers shall have the right to submit an explanation or other written statement regarding any evaluation for inclusion in his/her personnel file.

**12.6** Other Evaluation- This Article deals with but a single method of teacher evaluation, i.e., evaluation of classroom teaching performance. Nothing in this article is to be constructed as precluding evaluation of teachers by any other means whatsoever as deemed appropriate by the administration of the School District.

Should the school administration reach evaluative conclusions concerning the performance, capability, or behavior of a teacher by means or methods other than those set out in the Formal Evaluation Procedures in this Article, the following procedures will apply:

- A. If the teacher feels the evaluation is incomplete, inaccurate, or unjust, he/she may request a conference with the School Administration to discuss the evaluation and such a conference will be granted within five(5) school days following the receipt of the teacher's written request for the conference. The teacher may, at his/her option, be accompanied by an Association representative at the conference.
- B. The teacher shall be given an opportunity to respond orally or in writing, or both, if desired. Any written response shall be attached to the informal evaluation and included in the personnel file.

**12.7** Personnel File Review-

- A. Each teacher shall have the right to review the contents of his/her personnel file. A representative of the Association, at the teacher's request, may accompany the teacher in this review. Credentials and letters of recommendation may be excluded from the file when it is to be examined by the teacher.

- B. Any complaints or informal evaluation directed toward a teacher which are placed in his/her personnel file shall be promptly called to the teacher's attention in writing.
  - C. The teacher shall have the right to reproduce any of the contents of his/her personnel file except credentials or letters of recommendation.
- 12.8 Right to Grieve- All teacher evaluations are to be fair and accurate. Any non-probationary teacher who has been evaluated has the right to grieve any evaluation as unfair, unjust or inaccurate through the grievance procedures set forth in this Agreement.

#### **ARTICLE XIII: VOLUNTARY TRANSFER PROCEDURES**

- 13.1 Any teacher may apply for voluntary transfer to another building. Such application shall be in writing to the Superintendent or designee. The Administration shall make the decision on transfers.
- 13.2 All vacancies and transfer openings shall be posted in each building as they occur during the school year.

#### **ARTICLE XIV: INVOLUNTARY TRANSFER PROCEDURES**

- 14.1 It is recognized that in the best interest of the District it may become necessary for teachers to be transferred. Individuals wishing a review shall have the opportunity to request a meeting with the Superintendent.
- 14.2 Notification -- Each teacher shall be informed of a pending transfer prior to the last day of school except in emergencies.

#### **ARTICLE XV: COMPLIANCE**

- 15.1 Separability - Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.
- 15.2 Printing Agreement - The cost of printing this Agreement shall be shared equally by the Board and Association. It shall be provided within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all teachers now employed, hereafter employed, or considered for employment by the Board and five (5) additional copies shall be printed for the Association.
- 15.3 Notice - Whenever any notice is required to be given by either of the parties to this Agreement, either party shall do so by letter at the following designated addresses or at such other address as may be designated by a party in written notification to the other party.
- A. If by Association, to Board at: Northwood-Kensett Schools, Northwood, IA.
  - B. If by Board, to Association at: Northwood-Kensett Schools, Northwood, IA.
- 15.4 Duration Period - This Agreement shall be effective July 1, 2006, and shall continue until July 1, 2008, except for wages and insurance items, unless otherwise designated by state or federal government guidelines.
- A. The NKEA and Board of Education agree to a two (2) year agreement for language and total package percentage increase with the Contract showing the first year money. The total package increase is 4.40% for the first year of the contract.

- B. The second year of the two (2) year agreement for division of the money will be determined after insurance rates for the second year have been determined. The total package increase is 4.40% for the second year of the contract.
- C. During the second year, the NKEA will present their proposal to the Board of Education on how they want the money split, and the Board will approve the division of the money for the second year.

**15.5** Signature Clause - In Witness Whereof the parties hereto have caused this Agreement to be signed by their respective president as attested by the respective negotiators.

\_\_\_\_\_  
President, School Board

\_\_\_\_\_  
President, Association

Attest:

\_\_\_\_\_  
Negotiator

\_\_\_\_\_  
Negotiator

Northwood-Kensett Community School  
Salary Schedule A  
2006-07

**BASE =**  
**24,800**

<u>EXP</u>	<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+25</u>	<u>MA</u>	<u>MA+15</u>
		<u>1.00</u>	<u>1.03</u>	<u>1.07</u>	<u>1.12</u>	<u>1.17</u>
1	1.00	24,800	25,544	26,536	27,776	29,016
2	1.04	25,792	26,566	27,597	28,887	30,177
3	1.08	26,784	27,588	28,659	29,998	31,337
4	1.12	27,776	28,609	29,720	31,109	32,498
5	1.16	28,768	29,631	30,782	32,220	33,659
6	1.20	29,760	30,653	31,843	33,331	34,819
7	1.24	30,752	31,675	32,905	34,442	35,980
8	1.28	31,744	32,696	33,966	35,553	37,140
9	1.32	32,736	33,718	35,028	36,664	38,301
10	1.36	33,728	34,740	36,089	37,775	39,462
11	1.40	34,720	35,762	37,150	38,886	40,622
12	1.44	35,712	36,783	38,212	39,997	41,783
13	1.48	36,704	37,805	39,273	41,108	42,944
14	1.52	---	38,827	40,335	42,220	44,104
15	1.56	---	39,849	41,396	43,331	45,265



# **SCHEDULE A 1**

**2006-07**

<u>Exp.</u>	<u>Step</u>	<u>BA</u> 1.00	<u>BA+15</u> 1.03	<u>BA+25</u> 1.07	<u>MA</u> 1.12	<u>MA+15</u> 1.17
1	1.00					
2	1.04					
3	1.08					
4	1.12					
5	1.16					
6	1.20					
7	1.24					
8	1.28					
9	1.32					
10	1.36					
11	1.40					
12	1.44					
13	1.48					
14	1.52	---				
15	1.56	---				

## **CAREER INCREMENT**

BASE	1.00	1.03	1.07	1.12	1.17
------	------	------	------	------	------

**NORTHWOOD-KENSETT COMMUNITY SCHOOL  
SUPPLEMENTAL EXTRA DUTY PAY  
SCHEDULE B  
2006-07**

<b>FY2007 BASE =</b>	<b>\$24,800.00</b>					
<b>EXTRA DUTY</b>	<b>PERCENT %</b>	<b>AMOUNT</b>		<b>EXTRA DUTY</b>	<b>PERCENT %</b>	<b>AMOUNT</b>
Speech & Declam	5.00%	\$1,240		Drivers Education	3.00%	\$744
Speech Assistant	4.00%	\$992		Drivers Ed Pay/Per Student		.5% Base
Yearbook	6.00%	\$1,488				
Student Newspaper	3.00%	\$744		Athletic Director	13.00%	\$3,224
Dramatics	5.00%	\$1,240		Football Head	13.00%	\$3,224
High School Student Council	3.00%	\$744		Football Assistant (3)	8.00%	\$1,984
7-8 Student Council	3.00%	\$744		7-8 Football	6.00%	\$1,488
Concessions Supervisor		\$25/Night		7-8 Football Assistant	5.00%	\$1,240
Jr Class Advisors	2.00%	\$496		B/G Basketball Head	13.00%	\$3,224
Ramsay Nature Center	2.00%	\$496		B/G Basketball Assistant	9.00%	\$2,232
				7th Boys Basketball	6.00%	\$1,488
<b>Curriculum Coordinators</b>				8th Boys Basketball	6.00%	\$1,488
Science K-12	2.00%	\$496		7th Girls Basketball	6.00%	\$1,488
Social Studies K-12	2.00%	\$496		8th Girls Basketball	6.00%	\$1,488
Computer K-12	2.00%	\$496		Wrestling Head	13.00%	\$3,224
Math K-12	2.00%	\$496		Wrestling Assistant	8.00%	\$1,984
Language Arts K-12	2.00%	\$496		7-8 Wrestling	6.00%	\$1,488
Environmental Ed	2.00%	\$496		B/G Head Track (2)	11.00%	\$2,728
Vocational Ed 7-12	2.00%	\$496		Track Assistant(2)	7.00%	\$1,736
Fine Arts K-12	2.00%	\$496		B/G 7-8 Track(2)	5.00%	\$1,240
Career Educational K-12	2.00%	\$496		Volleyball Head	9.00%	\$2,232
Math K-6	1.50%	\$372		Volleyball Assistant	6.00%	\$1,488
Science 7-12	1.50%	\$372		7-8 Volleyball (2)	6.00%	\$1,488
Special Education	1.50%	\$372		B/G Golf Head (2)	4.00%	\$992
Social Studies K-6	1.50%	\$372		Baseball Head	13.00%	\$3,224
Language Arts K-6	1.50%	\$372		Baseball Assistant	6.00%	\$1,488
National Honor Society	3.00%	\$744		Cross Country Track	8.00%	\$1,984
H. S. Vocal	7.00%	\$1,736		Softball Head	13.00%	\$3,224
Elementary Vocal	3.00%	\$744		Softball Assistant (2)	6.00%	\$1,488
H. S. Instrumental	10.00%	\$2,480		7-8 Softball	5.00%	\$1,240
Elementary Instrumental	3.00%	\$744		High School Cheerleading	5.00%	\$1,240
Adult Farmer		\$400		7-8 Cheerleading	2.00%	\$496
				FCCLA	6.00%	\$1,488

**NORTHWOOD-KENSETT COMMUNITY SCHOOLS  
SCHEDULE C  
GRIEVANCE REPORT**

**STEP I**

**DISTRIBUTION OF FORM**

1. ASSOCIATION
2. EMPLOYEE # \_\_\_\_\_
3. APPROPRIATE SUPERVISOR
4. SUPERINTENDENT Date Filed \_\_\_\_\_

BUILDING \_\_\_\_\_

NAME OF AGGRIEVED PERSON \_\_\_\_\_

**STEP II**

- A. DATE VIOLATION OCCURRED \_\_\_\_\_
- B. SECTION(S) OF CONTRACT VIOLATED \_\_\_\_\_
- C. STATEMENT OF GRIEVANCE \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- D. RELIEF SOUGHT \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

- E. DISPOSITION BY PRINCIPAL OR IMMEDIATE SUPERVISOR \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Principal/Immediate Supervisor Date

**STEP III**

- A. \_\_\_\_\_ Date received by \_\_\_\_\_  
Signature of Aggrieved Person Superintendent

- B. DISPOSITION BY SUPERINTENDENT OR DESIGNEE \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent/Designee Date

- B. The second year of the two (2) year agreement for division of the money will be determined after insurance rates for the second year have been determined. The total package increase is 4.40% for the second year of the contract.
- C. During the second year, the NKEA will present their proposal to the Board of Education on how they want the money split, and the Board will approve the division of the money for the second year.

15.5 Signature Clause - In Witness Whereof the parties hereto have caused this Agreement to be signed by their respective president as attested by the respective negotiators.

Larry S. Hovey 04-04-06  
President, School Board

Attest:

Therese K. Bryant 04-04-06  
Negotiator

John Hume 4-4-06  
President, Association

John Hume 4-4-06  
Negotiator